

1 **HONE LAW**

2 Jill Garcia, NV Bar No. 7805

3 jgarcia@hone.law

4 701 N. Green Valley Parkway, Suite 200

5 Henderson, NV 89074

6 Phone 702-608-3720

7 Fax 702-608-7814

8 *Attorneys for Plaintiff*

9  
10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 JENNIFER CAMPAGNA, an individual,

13 Plaintiff,

14 v.

15 ARROWEYE SOLUTIONS, INC., a Delaware  
16 corporation; MICA MOSELEY, an individual;  
17 DOES I through X, inclusive; and ROE  
18 BUSINESS ENTITIES, I through X, inclusive,

19 Defendants.

20 Case No. 2:21-cv-00581-JCM-VCF

21 **[PROPOSED] PROTECTIVE ORDER**

22 Plaintiff Jennifer Campagna (“Plaintiff” or “Campagna”) and Defendants Arroweye  
23 Solutions, Inc. (“Arroweye”) and Mica Moseley (“Moseley,” collectively “Defendants”), by and  
24 through their respective counsel, have agreed to and have submitted to the Court, and for good  
25 cause shown the Court hereby enters, the following Protective Order:

26 On or about December 14, 2022, third party The Fletcher Group produced documents  
27 pursuant to a Subpoena, bates labeled FLETCHER000001-FLETCHER000108. Included within  
the documents were contracts and invoices that contain amounts agreed upon between The  
Fletcher Group and Arroweye for work performed, as well as invoices containing the amounts  
invoiced by The Fletcher Group. The Fletcher Group redacted these amounts, as it believes these  
amounts to be confidential business information.

28 In order to allow The Fletcher Group to provide unredacted information, and still maintain  
its confidential business information on pricing, the parties enter into this Protective Order.

29 // /



It is hereby ordered by the Court that the following restrictions and procedures shall apply to certain information, documents and excerpts from documents supplied by the parties to each other in response to discovery requests:

Counsel for The Fletcher Group or Arroweye may designate any document containing confidential business information as confidential if counsel determines, in good faith, that such designation is necessary to protect the interests of the client. Information and documents designated by a party as confidential will be stamped "CONFIDENTIAL." "Confidential" information or documents may be referred to collectively as "confidential information."

9        Unless ordered by the Court, or otherwise provided for herein, the Confidential  
10 Information disclosed will be held and used by the person receiving such information solely for  
11 use in connection with the above-captioned action.

In the event a party challenges another party's confidential designation, counsel shall make a good faith effort to resolve the dispute, and in the absence of a resolution, the challenging party may thereafter seek resolution by the Court. The burden of establishing proper designation as confidential shall be on the party claiming that it is confidential. Nothing in this Protective Order constitutes an admission by any party that Confidential Information disclosed in this case is relevant or admissible. Each party specifically reserves the right to object to the use or admissibility of all Confidential Information disclosed, in accordance with applicable law and Court rules.

Information or documents designated as "confidential" shall not be disclosed to any person, except:

- a. The requesting party and counsel, including in-house counsel;
- b. Employees of such counsel assigned to and necessary to assist in the litigation;
- c. Consultants or experts assisting in the prosecution or defense of the matter, to the extent deemed necessary by counsel;
- d. Any person from whom testimony is taken or is to be taken in these actions, except that such a person may only be shown that Confidential Information during and in preparation for his/her testimony and may not retain the



## Confidential Information; and

e. The Court (including any clerk, stenographer, or other person having access to any Confidential Information by virtue of his or her position with the Court) or the jury at trial or as exhibits to motions.

Prior to disclosing or displaying the Confidential Information to any person, counsel shall:

- f. inform the person of the confidential nature of the information or documents;  
and
- g. inform the person that this Court has enjoined the use of the information or documents by him/her for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.

The Confidential Information may be displayed to and discussed with the persons identified in Paragraphs 4(c) and (d) only on the condition that prior to any such display or discussion, each such person shall be asked to sign an agreement to be bound by this Order in the form attached hereto as **Exhibit A**. In the event such person refuses to sign an agreement in the form attached as Exhibit A, the party desiring to disclose the Confidential Information may seek appropriate relief from the Court.

18 The disclosure of a document or information without designating it as "confidential" shall  
19 not constitute a waiver of the right to designate such document or information as Confidential  
20 Information provided that the material is designated pursuant to the procedures set forth herein  
21 no later than the latter of fourteen (14) days after the close of discovery or fourteen (14) days  
22 after the document or information's production. If so designated, the document or information  
23 shall thenceforth be treated as Confidential Information subject to all the terms of this Stipulation  
24 and Order.

25 All information subject to confidential treatment in accordance with the terms of this  
26 Stipulation and Order that is filed with the Court, and any pleadings, motions or other papers  
27 filed with the Court disclosing any Confidential Information, shall be filed under seal to the  
28 extent permitted by law (including without limitation any applicable rules of court) and kept



1 under seal until further order of the Court. To the extent the Court requires any further act by the  
2 parties as a precondition to the filing of documents under seal (beyond the submission of this  
3 Stipulation and Order Regarding Confidential Information), it shall be the obligation of the  
4 producing party of the documents to be filed with the Court to satisfy any such precondition. A  
5 party seeking to file a confidential document under seal must file a motion to seal and must  
6 comply with LR IA 10-5 and the Ninth Circuit's directives in *Kamakana v. City and County of*  
7 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006). Where possible, only confidential portions of filings  
8 with the Court shall be filed under seal.

9     ///

10    ///

11    ///

12    ///

13    ///

14    ///

15    ///

16    ///

17    ///

18    ///

19    ///

20    ///

21    ///

22    ///

23    ///

24    ///

25    ///

26    ///

27    ///

28    ///



1       At the conclusion of litigation, the Confidential Information and any copies thereof shall  
2 be promptly (and in no event later than thirty (30) days after entry of final judgment no longer  
3 subject to further appeal) returned to the producing party or certified as destroyed, except that the  
4 parties' counsel shall be permitted to retain their working files on the condition that those files  
5 will remain confidential. The foregoing is entirely without prejudice to the right of any party to  
6 apply to the Court for any further Protective Order relating to confidential information; or to  
7 object to the production of documents or information; or to apply to the Court for an order  
8 compelling production of documents or information; or for modification of this Order. This  
9 Order may be enforced by either party and any violation may result in the imposition of  
10 sanctions by the Court.

11 Dated this 9th day of January 2023.

12 HONE LAW

13 /s/Jill Garcia  
14 Jill Garcia, NV Bar No. 7805  
jgarcia@hone.law  
15 701 N. Green Valley Parkway, Suite 200  
Henderson NV 89074

16 *Attorneys for Plaintiff*  
17 *Jennifer Campagna*

Dated this 9th day of January 2023.

GORDON REES SCULLY MANSUKHANI, LLP

13 /s/Dione C. Wrenn  
14 Linh Hua (admitted *pro hac vice*)  
Dione C. Wrenn, NV Bar No. 13285  
jowens@alversontaylor.com  
15 300 South 4th Street, Ste 1550  
Las Vegas, NV 89101

16 *Attorneys for Defendants Arroweye*  
17 *Solution, Inc. and Mica Moseley*

18  
19  
20  
21 **IT IS SO ORDERED.**

22 Dated: 1-10-2023

23   
24 UNITED STATES MAGISTRATE JUDGE



# **EXHIBIT A**

## **CONFIDENTIALITY AGREEMENT**

## **EXHIBIT "A"**

## **CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ do hereby acknowledge and agree as follows:

1. I have received and read the Protective Order entered in the matter entitled

*Campagna v Arroweye Solutions, Inc. et al*, Case No. 2:21-cv-00581-JCM-VCF , pending before the United States District Court, District of Nevada, of which the form of this Confidentiality Agreement (“Agreement”) is an attachment.

2. I understand the terms and provisions of the Protective Order and agree to be bound by and to strictly adhere to all of its terms and provisions.

3. I hereby submit to the jurisdiction of the United States District Court, District of Nevada, solely for the purpose of enforcement of the Protective Order.

Dated the \_\_\_\_ day of \_\_\_\_\_ 2023.

---

[Signature]

[Printed Name, Address, Telephone Number]

